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FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

Jul 21, 2020

SEAN F. McAVOY, CLERK

7 UNITED STATES DISTRICT COURT
8 FOR THE EASTERN DISTRICT OF WASHINGTON

9 UNITED STATES OF AMERICA,

10 Plaintiff,

11 v.

12 KENTY RAMONE FIELDER,

13 Defendant.

1:20-CR-2027-SAB
INDICTMENT

Vio: 18 U.S.C. § 1343
Wire Fraud (Counts 1-3)

18 U.S.C. § 287
False, Fictitious, or Fraudulent
Claims (Count 4)

18 U.S.C. § 1028A
Aggravated Identity Theft
(Count 5)

18 U.S.C. § 912
False Personation of Officer or
Employee of the United States
(Count 6)

18 U.S.C. § 641
Theft of Government Property
(Count 7)

18 U.S.C. § 495
Falsification and Forgery of
Government Documents
(Count 8)

18 U.S.C. § 981(a)(1)(C),
28 U.S.C. § 2461(c)
Forfeiture Allegations

1 The Grand Jury charges:

2 GENERAL ALLEGATIONS

3 Overview of the Scheme and Artifice

4 1. Between September 24, 2014, and February 14, 2017, the Defendant
5 KENTY RAMONE FIELDER, despite knowing that he had been debarred and
6 disqualified from receiving federal government contracts, knowingly and
7 intentionally engaged in a scheme to defraud the United States using interstate
8 wires and through the making and presentation of false and fraudulent claims for
9 payment. FIELDER received dozens of federal government contracts and hundreds
10 of thousands of dollars through his scheme, including a contract to perform
11 janitorial services at the Yakima Training Center in the Eastern District of
12 Washington.

13 2. Moreover, after FIELDER fraudulently received the Yakima Training
14 Center contract, he did not perform any of the services required. Instead, using the
15 interstate wires, he falsely impersonated a United States contracting officer. By
16 stealing and misusing the identity of an actual former United States contracting
17 officer and fraudulently affixing the contracting officer's name and signature to a
18 fictitious contract, he induced another company to perform the work by making the
19 other company believe it had been awarded the Yakima Training Center contract.
20 In this manner, FIELDER was able to fraudulently claim payment, through
21 interstate wires, for the work from the United States for himself, while the
22 defrauded company did not receive any payment for the work they performed.

23 The Federal Acquisition Regulation and System for Award Management

24 3. The Federal Acquisition Regulations (FAR) is the principal set of
25 rules in the Federal Acquisition Regulations System. The FAR System governs the
26 acquisition process by which executive agencies of the United States federal
27 government, including the Department of Defense (DoD), acquire goods and
28 services by contract with appropriated funds.

1 4. All contractors for the federal government are required to
2 electronically register with the System for Awards Management (SAM) annually.
3 SAM, which is operated by the United States General Services Administration
4 (GSA), is the primary registrant database for federal contractors. Prospective
5 contractors are required to electronically input, among other things, a company
6 name; a primary point of contact; company address; company telephone number;
7 and an email address for electronic correspondence with the contracting offices.
8 Prospective contractors are also required to agree to receive payment on all federal
9 contracts via Electronic Funds Transfer (EFT) and are required to provide bank
10 account information in order to receive the EFT. SAM certifications and EFT
11 transfers involve the use of, and transmission through, interstate wires. In order to
12 bid on and be awarded U.S. Government contracts, prospective contractors are
13 required to electronically submit multiple certifications and representations.

14 5. If a federal agency determines that a contractor or a principal officer
15 of a contractor is not responsible and that contracting with that contractor or
16 individual poses a threat to the interests of the United States, the agency may debar
17 that contractor from doing business with the United States. If a contractor is
18 debarred, it is ineligible to receive any future government contracts. If an
19 individual is debarred, any company for which the individual is a "principal"
20 officer is ineligible to receive contracts. Debarred companies and individuals are
21 listed in SAM as excluded parties.

22 6. As memorialized within the applicable FAR Report, each time a
23 vendor makes a certification within SAM, the certification includes the following
24 statement with a date/time stamp of when the certification was made:

25 "I have read each of the FAR and DFARS [Defense Federal Acquisition
26 Regulation Supplement] provisions presented below. By submitting
27 this certification, I, <VENDOR CERTIFYING INDIVIDUAL'S
28 NAME>, am attesting to the accuracy of the representations and
certifications contained herein, including the entire NAICS [North

1 American Industry Classification System] table. I understand that I may
 2 be subject to penalties if I misrepresent <VENDOR NAME> in any of
 3 the below representations or certifications to the Government.”

4 7. One of the certifications required to be made within SAM includes the
 5 following (to which the vendor certifying individual must select one of the options):

6 “FAR 52.209-5 Certification Regarding Responsibility Matters (Apr
 7 2010)

8 (a)(1) The Offeror certifies, to the best of its knowledge and
 9 belief, that-

10 (i) The Offeror and/or any of its Principals- (A) Are [] Are
 11 not [] presently debarred, suspended, proposed for
 12 debarment, or declared ineligible for the award of
 13 contracts by any Federal agency;”

14 The provision later states:

15 “Principals, ” for the purposes of this certification, means an officer,
 16 director, owner, partner, or a person having primary management or
 17 supervisory responsibilities within a business entity (e.g., general
 18 manager; plant manager; head of a division or business segment; and
 19 similar positions).”...“This Certification Concerns a Matter Within the
 20 Jurisdiction of an Agency of the United States and the Making of a False,
 21 Fictitious, or Fraudulent Certification May Render the Maker Subject to
 22 Prosecution Under Section 1001, Title 18, United States Code.”

23 8. Many of the contracts awarded by the U.S. Government are processed
 24 through the full and open competitive bidding process using FedBid. FedBid is a
 25 privately held company headquartered in Vienna, Virginia, that operates an online
 26 marketplace for federal, state and local governments. FedBid facilitates
 27 government entities in the purchase of simple goods and services through a reverse
 28 auction-based platform. FedBid is a web-enabled network for government
 contracting offices and contractors, who are required to have registered in SAM.

9. FedBid allows government contracting offices to post solicitations
 on their web-page for approved government contractors for services and/or

1 supplies for a specified time period. Once a solicitation closes, the respective
2 contracting offices evaluate the bids supplied by contractors and then make an
3 award determination. The basis for awarding a government contract is based on a
4 multitude of criteria, including but not limited to, price, past performance, and
5 certifications the contractors made in the SAM. Once a contract is awarded, the
6 contractor is required to complete the contract in accordance with the FAR.

7 10. Once the contractor supplies the products and/or completes the
8 services required in the contract, the contractor submits an electronic invoice,
9 representing to the government that it has completed the services corresponding to
10 the invoice. The agency then pays the invoice to the contractor via EFT using
11 interstate wires.

12 Defendant and Defendant's Company are Debarred by the Air Force

13 11. On January 2, 2014, Georgia Medical Supplies (GMS), Tucker, GA, a
14 company registered in SAM as being owned by FIELDER, was awarded a contract
15 (contract number FA4460-14-P-0017) by the U.S. Air Force valued at \$16,003.80.
16 The contract was for laundry services for multiple U.S. Air Force facilities on
17 Little Rock Air Force Base (AFB), AR. Neither FIELDER nor GMS performed
18 any of the services; instead, FIELDER, acting through a different purported
19 company of FIELDER's, subcontracted with a third party to perform all of the
20 laundry services.

21 12. On June 20, 2014, the U.S. Air Force terminated contract FA4460-
22 14-P-0017 due to GMS and FIELDER's failure to respond to perform the contract
23 and failure to pay the subcontractor that was actually performing the work.

24 13. Effective October 24, 2014, due to GMS and FIELDER's conduct
25 on the Little Rock AFB laundry services contract, the U.S. Air Force debarred
26 FIELDER and GMS from doing business with the U.S. Government for a period of
27 three years. The U.S. Air Force proposed debarment of GMS and FIELDER on
28 October 24, 2014, and made a final determination of debarment on or about

1 December 4, 2014 through final notices sent to FIELDER, notifying him that he
2 and GMS were debarred from federal government contracting and from directly or
3 indirectly receiving the benefits of federal assistance programs, pursuant to the
4 authority and the procedures of FAR Subpart 9.4. The notice of debarment
5 notified FIELDER of the following consequences of his debarment:

- 6 a. "Your name will be published in the System for Award
7 Management available at <https://www.sam.gov/>, a publication of
8 the General Services Administration that contains the names of
9 contractors debarred, suspended, proposed for debarment, or
declared ineligible by an agency of the Federal Government.
- 10 b. Offers will not be solicited from, contracts will not be awarded
11 to, existing contracts will not be renewed or otherwise extended
12 for, and subcontracts requiring Government approval will not be
13 approved for you by any agency in the executive branch of the
14 Federal Government unless the head of the agency taking the
15 contracting action or a designee states in writing the compelling
reason for continued business dealings between you and the
agency.
- 16 c. You may not conduct business with the Federal Government as
17 an agent or representative of other contractors, nor may you act
18 as an individual surety for other contractors.
- 19 d. No Government contractor may award you a subcontract equal to
20 or in excess of \$30,000 unless there is a compelling reason to do
21 so and the contractor first notifies the contracting officer and
further complies with the provisions of FAR 9.405-2(b)
- 22 e. No agency in the executive branch shall enter into, renew, or
23 extend primary or lower-tier covered transactions in which you
24 are either a participant or principal, unless the head of the agency
grants an exception in writing.
- 25 f. You may not act as an agent or representative of other
26 participants in federal assistance programs."
- 27
- 28

1 Manner and Means and Overt Acts of Defendants' Fraudulent Scheme

2 *Clean Contracting Services Inc.*

3 14. In July 2015, several months after the U.S. Air Force debarred and
4 disqualified FIELDER and his company GMS from further federal contracts,
5 FIELDER created and fraudulently registered in SAM another company, Clean
6 Contracting Services, Inc., (CCSI) in order to to defraud the United States by
7 circumventing the debarment and excluded parties list.

8 15. Although FIELDER was the actual owner and principal of CCSI, in
9 order to conceal his involvement with CCSI, FIELDER was not listed as a
10 principal or point of contact for CCSI in the Entity Registration record of the SAM
11 database during the period of debarment, nor in any of the representations or
12 certifications made in SAM.

13 16. On July 13, 2015, an individual purporting to be "Demtruis Williams"
14 updated the SAM certification and profile of CCSI, Inc. The electronic business
15 point of contact was listed as "Demetrius Williams" at (678) 777-7974. The
16 government business point of contact was listed as "Kentayivs Bernard" using the
17 same phone number, (678) 777-7974, which was a cellular phone number
18 subscribed to FIELDER during this time period. The SAM certification and
19 profile for CCSI also falsely and fraudulently represented and certified that no
20 principals of CCSI were debarred or excluded from federal contracts.

21 17. The email address entered for "Demetrius Williams" in the July 13,
22 2015 SAM certification, ccsd.williams@gmail.com, had a recovery email address
23 registered to FIELDER, and was linked to FIELDER's cellular phone number,
24 (678) 777-7974, for Short Message Service texts.

25 18. The individual purporting to be "Demtruis Williams" used Wells
26 Fargo Bank account xxxxxx6078 with CCSI, Inc. in the SAM database for CCSI's
27 receipt of electronic payments. This bank account had been opened by FIELDER
28

1 on March 11, 2015, and FIELDER was the sole signatory authority on the bank
2 account.

3 19. Between on or about October 24, 2014, and February 14, 2017, during
4 the period of FIELDER's debarment, CCSI, Inc. was awarded at least 22 contracts
5 for a total value of \$354,560.33 by the federal government, including a contract for
6 janitorial services at the Yakima Training Center in the Eastern District of
7 Washington.

8 *The Yakima Training Center Contract*

9 20. On August 4, 2015, CCSI, using the fraudulent SAM registration
10 and certification made by FIELDER, was awarded U.S. Army contract W911S8-
11 15-P-0147 through FedBid. The Mission and Installation Contract Center, Joint
12 Base Lewis-McChord, WA, awarded the contract for short term janitorial services
13 to be completed at the Yakima Training Center (YTC), Yakima, WA. The contract
14 was awarded for \$14,220.17, for services starting on or about September 8, 2015.
15 The CCSI point of contact for this contract was listed as Demetrius Williams, 3577
16 Chamblee Tucker Road, Suite A, Atlanta, GA, 30341, phone number 470-299-
17 8525, a cellular phone number subscribed to another of FIELDER's companies and
18 associated with FIELDER's address and personal cellular phone number (678)
19 777-7974. In awarding the contract to CCSI, the U.S. Army relied on FIELDER's
20 false and fraudulent SAM certification and on its belief that neither CCSI nor any
21 of its principals had been debarred from receiving federal contracts.

22 21. Yakima Specialties Inc. (Yakima Specialties), Yakima, WA is a
23 non-profit organization whose purpose is to train and employ persons with
24 disabilities. By charter, 80% of their employees are mentally disabled. Yakima
25 Specialties originally bid on contract W911S8-15-P-0147, but did not receive the
26 award.

27 22. In late August 2015, H.W., an office manager for Yakima
28 Specialties, received a phone call from an individual who purported to be a

1 government contracting official. The purported government contracting official
2 said the contract for the janitorial services at YTC had fallen through, and they
3 (Yakima Specialties), were going to be awarded the contract instead. This
4 individual who identified himself as a government contracting officer named "Kent
5 Fielder," requested that Yakima Specialties perform the contract. On or about
6 September 1, 2015, through use of the interstate wires, sent H.W. a purported
7 contract for the work from the ccsd.williams@gmail.com email address, claiming
8 that he was having "email server issues" so as not to arouse suspicion as to why he
9 was not using an official government email account, and cc'ing a false and non-
10 existent government email account "Ken.fielder2@civ.mil":

11 "Hey [H.W.], I'm still having email server issues. Here is the PO.
12 Kent Fielder
13 Contract Specialist/Contracting Officer
14 Northern Regional Contracting Office (NRCO)
15 Kimbrough Ambulatory Care Center
16 Building 2484
Atlanta, GA 30345
678-777-7974"

17 Both the ccsd.williams@gmail.com account and the 678-777-7974 phone number
18 were associated with FIELDER.

19 23. The email to H.W. and Yakima Specialties that purported to come
20 from government contracting officer "Kent Fielder" also attached what purported
21 to be a U.S. Army contract to be completed at the YTC starting September 8, 2015,
22 bearing contract number W911S8-15-P-1362. The contract purported to be signed
23 on behalf of the United States Army by P.E.M., a former U.S. Navy contracting
24 officer who had retired in January 2014. P.E.M. was never employed by the U.S.
25 Army, was retired by August 2015, and did not have anything to do with the YTC
26 contract. FIELDER apparently stole P.E.M.'s name and signature from another
27 government contracting document and fraudulently affixed it, without her
28 permission, on the fictitious YTC contract sent to H.W.

1 24. Believing FIELDER to be a government contracting officer and
2 believing the contract to be an actual contract, Yakima Specialties completed the
3 requested work for the U.S. Army. Yakima Specialties then attempted to submit
4 an invoice for payment for the work, using the false contract number that it had
5 been provided, W911S8-15-P-1362. Because this was not a real contract number
6 or real contract, Yakima Specialties was unable to receive any payment for the
7 work.

8 25. FIELDER and CCSI, however, were able to obtain payment for the
9 YTC because FIELDER had fraudulently induced Yakima Specialties to complete
10 the required work. Once Yakima Specialties had completed the work, on or about
11 November 6, 2015, FIELDER invoiced the work using the true contract number,
12 W911S8-15-P-0147 for the requested amount, \$14,220.17, which was paid via
13 EFT from the Defense Finance Accounting System in Indianapolis, Indiana, to
14 Wells Fargo Bank account xxxxx6078 in Atlanta, Georgia, on November 20, 2015,
15 using the interstate wires. This account was owned by FIELDER and he was the
16 sole signatory authority during this time period.

17
18 COUNTS 1, 2, and 3

19 18 U.S.C. § 1343 – Wire Fraud

20 26. The Grand Jury re-alleges and incorporates by reference Paragraphs 1
21 through 25 of the Indictment as if fully set forth herein. Further, the allegations in
22 all other counts in the Indictment are re-alleged and incorporated into this count as
23 if fully set forth herein.

24 27. On or about each of the dates set forth below, in the Eastern District
25 of Washington, the Defendant, KENTY RAMONE FIELDER, for the purpose
26 of executing the scheme and artifice described above and to obtain money from
27 the United States Department of the Army and services from Yakima Specialties,
28 Inc., and attempting to do so, did knowingly and with intent to defraud, based on

materially false and fraudulent representations, omissions, pretenses, and promises, transmit and cause to be transmitted by means of wire communication in interstate commerce the signals and sounds described below for each count, each transmission constituting a separate count:

Count	Date of Wire	Description of Wire
1	August 4, 2015	U.S. Army Contract W911S8-15-P-0147 (Yakima Training Center Contract) emailed through interstate wires from Joint Base Lewis-McChord in Washington State to Clean Contracting Services, Inc. in Atlanta, Georgia, at email address <u>ccsd.williams@gmail.com</u>
2	September 2, 2015	Email from "Kent Fielder", falsely purporting to be a government contracting official, to H.W. of Yakima Specialties, attaching a false and fictitious government contract and purchase order for completion of short-term janitorial services at the Y.T.C., sent using interstate wires from Georgia to Washington State
3	November 20, 2015	EFT payment from Defense Finance Accounting Service in Indianapolis, Indiana, to Wells Fargo Bank Account xxxxxxxx6078, in Atlanta, Georgia, in the amount of \$14,220.17, for services performed at the YTC

all in violation of 18 U.S.C. § 1343.

COUNT 4

18 U.S.C. § 287 – False, Fictitious, or Fraudulent Claims

28. The Grand Jury re-alleges and incorporates by reference Paragraphs 1 through 27 of the Indictment as if fully set forth herein. Further, the allegations in all other counts in the Indictment are re-alleged and incorporated into this count as if fully set forth herein.

29. On or about November 6, 2015, in the Eastern District of Washington the Defendant, KENTY RAMONE FIELDER, did knowingly and willfully

1 make and present to the United States Army, a claim upon and against the United
2 States Department of the Army, an agency of the United States of America, that
3 is, an invoice on behalf of Clean Contracting Services, Inc. (CCSI) for janitorial
4 services under U.S. Army Contract No. W911S8-15-P-0147 in the amount of
5 \$14,220.17, knowing that the claim was false and fraudulent in that CCSI and
6 FIELDER were not eligible to receive federal contracts including U.S. Army
7 Contract No. W911S8-15-P-0147 because FIELDER had been debarred and
8 disqualified from federal business on or about October 24, 2014, by the United
9 States Air Force; and further knowing that the claim was false and fraudulent
10 because CCSI had not performed any of the services under U.S. Army Contract
11 No. W911S8-15-P-0147 but instead FIELDER had fraudulently induced Yakima
12 Specialties, Inc. to perform those services by posing as a government contracting
13 official and providing Yakima Specialties, Inc., with a fraudulent and fictitious
14 contract that had not been duly signed by an officer or employee of the United
15 States, in violation of 18 U.S.C. § 287.

16 COUNT 5

17 18 U.S.C. § 1028A – Aggravated Identity Theft

18 30. The Grand Jury re-alleges and incorporates by reference Paragraphs 1
19 through 29 of the Indictment as if fully set forth herein. Further, the allegations in
20 all other counts in the Indictment are re-alleged and incorporated into this count as
21 if fully set forth herein.

22 31. Between on or about September 1, 2015 and November 20, 2015, in
23 the Eastern District of Washington, the Defendant, KENTY RAMONE
24 FIELDER did knowingly transfer and use, without lawful authority, a means of
25 identification of another person, to wit, the name, signature, and title of P.E.M., a
26 then-retired United States contracting officer, during and in relation to a felony
27 violation enumerated in 18 U.S.C. § 1028A(c), to wit: Wire Fraud, in violation of
28

1 18 U.S.C. § 1343, and as set forth above, knowing that the means of identification
2 belonged to another actual person, in violation of 18U.S.C. § 1028A(a)(1).

3 COUNT 6

4 18 U.S.C. § 912 – False Personation of Officer or
5 Employee of the United States

6 32. The Grand Jury re-alleges and incorporates by reference Paragraphs 1
7 through 30 of the Indictment as if fully set forth herein. Further, the allegations in
8 all other counts in the Indictment are re-alleged and incorporated into this count as
9 if fully set forth herein.

10 33. On or about September 1 and 2, 2015, in the Eastern District of
11 Washington, the Defendant, KENTY RAMONE FIELDER, did falsely assume
12 and pretend to be an officer and employee of the United States acting under the
13 authority thereof, that is a contracting official with the United States government,
14 and in such assumed and pretended character with intent to defraud did falsely
15 demand and obtain a thing of value, in that he demanded on behalf of the United
16 States and obtained for the United States performance of the janitorial services
17 called for in U.S. Department of the Army Contract No. W911S8-15-P-0147 at
18 the Yakima Training Center, services worth at least \$14,220.17, in violation of
19 Title 18, United States Code, Section 912.

20 COUNT 7

21 18 U.S.C. § 641 – Theft of Government Property

22 34. The Grand Jury re-alleges and incorporates by reference Paragraphs 1
23 through 33 of the Indictment as if fully set forth herein. Further, the allegations in
24 all other counts in the Indictment are re-alleged and incorporated into this count as
25 if fully set forth herein.

26 35. On or about November 20, 2015, in the Eastern District of
27 Washington, the Defendant, KENTY RAMONE FIELDER, willfully and
28

1 knowingly did steal and purloin \$14,220.17, a value exceeding \$1,000, which was
2 property of the United States, in violation of 18 U.S.C. § 641.

3 COUNT 8

4 18 U.S.C. § 495 – Falsification and Forgery of
5 Government Documents

6 36. The Grand Jury re-alleges and incorporates by reference Paragraphs 1
7 through 35 of the Indictment as if fully set forth herein. Further, the allegations in
8 all other counts in the Indictment are re-alleged and incorporated into this count as
9 if fully set forth herein.

10 37. On or about September 1, 2015, in the Eastern District of Washington,
11 the Defendant, KENTY RAMONE FIELDER, for the purpose of obtaining and
12 receiving from the United States and from its officers and agents \$14,220.17
13 dollars, did falsely make and falsely affix the forged signature of P.E.M. on the
14 fictitious United States Department of the Army Contract No. W911S8-15-P-1362,
15 in violation of 18 U.S.C. § 495.

16 NOTICE OF FORFEITURE ALLEGATIONS

17 The allegations contained in this Indictment are hereby re-alleged and
18 incorporated herein by this reference for the purpose of alleging forfeitures.

19 Pursuant to 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c), upon
20 conviction of an offense(s) in violation of 18 U.S.C. § 1343, as alleged in Counts
21 1, 2, and 3; and/or in violation of 18 U.S.C. § 641, as alleged in Count 7, of this
22 Indictment, the Defendant, KENTY RAMONE FIELDER, shall forfeit to the
23 United States any property, real or personal, which constitutes or is derived from
24 proceeds traceable to the offense(s), all pursuant to 18 U.S.C. § 981(a)(1)(C) and
25 28 U.S.C. § 2461(c). The property sought for forfeiture includes, but is not limited
26 to, the following:
27
28

MONEY JUDGMENT

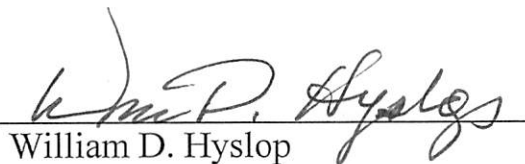
A sum of money equal to \$14,220.17 in United States currency, representing the amount of proceeds obtained by the Defendant from the wire fraud and theft of government funds violations.

If any of the property described above, as the result of any act or omission of Defendant:

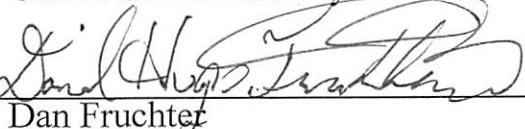
- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot be divided without difficulty,

the United States shall be entitled to forfeiture of substitute property pursuant to 21 U.S.C. § 853(p), as incorporated by 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c).

DATED this 21 day of July, 2020.


William D. Hyslop

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Dan Fruchter

Assistant United States Attorney


Tyler H.L. Tornabene

Assistant United States Attorney